

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

TONI MAXWELL, } 2:11-CV-01861-PMP-VCF
Plaintiff, }
vs. }
ALLIED PROPERTY AND }
CASUALTY INSURANCE }
COMPANY, an Iowa Corporation, dba }
ALLIED INSURANCE, a Nationwide }
Company; NATIONWIDE MUTUAL }
INSURANCE COMPANY, an Iowa }
Corporation, dba Nationwide Insurance. }
Defendants. }

Having considered the arguments advanced on Defendants' fully briefed Motion for Summary Judgment on Plaintiff's Claims for "Bad Faith", Breach of Nevada Unfair Insurance Claims Practices Act, and Punitive Damages (Doc. #26), the Court finds Defendants' Motion must be granted.

Specifically, the Court finds that the dispute between the Parties concerning the value of Plaintiff's claim for additional insurance benefits against Defendant Nationwide can be fully satisfied under Plaintiff's breach of contract cause of action. The record, however, does not support Plaintiff's claim for bad faith, breach of Nevada's Unfair Insurance Claim Practices Act, or punitive damages. No genuine issue of material fact is demonstrated by Plaintiff concerning these claims, and the Court finds that Defendant Nationwide is entitled to judgment

1 as a matter of law as to each of them for the reasons set forth in Defendant's Motion.
2 Accordingly, Defendant Nationwide is entitled to judgment as a matter of law as to
3 each of those claims in accord with Rule 56(c) of the Federal Rules of Civil
4 Procedure.

5 **IT IS THEREFORE ORDERED** that Defendant Nationwide's Motion
6 for Summary Judgment on Plaintiff's Claims for "Bad Faith", Breach of Nevada
7 Unfair Insurance Claims Practices Act, and Punitive Damages (Doc. #26) is
8 **GRANTED.**

9 DATED: January 2, 2013.

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13 PHILIP M. PRO
United States District Judge

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